

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

In re: Melvin Geiger, Debtor Lakeview Loan Servicing, LLC Movant v. Melvin Geiger, Debtor/Respondent KENNETH E. WEST, Esquire Trustee/Respondent	Bankruptcy No. 22-10759-elf Chapter 13 Hearing Date: August 23, 2022 Hearing Time: 9:30am Location: 900 Market Street, Suite 201, Philadelphia, PA 19107
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**MOTION OF LAKEVIEW LOAN SERVICING, LLC FOR RELIEF FROM THE
AUTOMATIC STAY TO PERMIT LAKEVIEW LOAN SERVICING, LLC TO
FORECLOSE ON 1113 EDMONDS AVE, DREXEL HILL, PENNSYLVANIA 19026**

Secured Creditor, Lakeview Loan Servicing, LLC, by and through the undersigned counsel, hereby moves this Court, pursuant to 11 U.S.C. § 362(d), for a modification of the automatic stay provisions for cause, and, in support thereof, states the following:

1. Debtor(s), Melvin Geiger, filed a voluntary petition pursuant to Chapter 13 of the United States Bankruptcy Code on March 28, 2022.
2. Jurisdiction of this cause is granted to the Bankruptcy Court pursuant to 28 U.S.C. § 1334, 11 U.S.C. § 362(d), Fed. R. Bankr. P. 4001(a), and all other applicable rules and statutes affecting the jurisdiction of the Bankruptcy Courts generally.
3. On December 20, 2018, Melvin Geiger executed and delivered a Promissory Note (“Note”) and Mortgage (“Mortgage”) securing payment of the Note in the amount of \$286,020.00

to Mortgage Research Center, LLC dba Veterans United Home Loans, a Missouri Limited Liability Company. A true and correct copy of the Note is attached hereto as Exhibit “A.”

4. The Mortgage was recorded on March 18, 2019 in Instrument Number 2019012063 of the Public Records of Delaware County, Pennsylvania. A true and correct copy of the Mortgage is attached hereto as Exhibit “B.”
5. The Mortgage was secured as a lien against the Property located at 1113 Edmonds Ave, Drexel Hill, Pennsylvania 19026, (“the Property”).
6. The loan was lastly assigned to Lakeview Loan Servicing, LLC. A true and correct copy of the Assignment of Mortgage is attached hereto as Exhibit “C.”
7. Based upon the Debtor(s)’ First Amended Chapter 13 Plan (Docket No. 19), the property is treated outside the plan and Secured Creditor will receive payments directly. A true and correct copy of the First Amended Chapter 13 Plan is attached hereto as Exhibit “D.”
8. Debtor has failed to make the monthly payments of principal, interest, and escrow in the amount of \$2,671.81 which came due on April 1, 2022 to August 1, 2022, respectively.
9. Thus, Debtor(s)’ post-petition arrearage totaled the sum of \$13,359.05 through August 31, 2022. See Exhibit “E.”
10. The current unpaid principal balance due under the loan documents is approximately \$282,673.93. Movant’s total claim amount, itemized below, is approximately \$349,583.12. See Exhibit “F.”

Principal Balance	\$282,673.93
Interest 08/31/22	\$42,030.86
Escrow Advance	\$25,763.18
Accum Late Charges	\$950.15
Accum NSF Charges	\$40.00
Recoverable Balance	\$625.00
Suspense Balance	(\$2,500.00)
Total to Payoff	\$349,583.12

11. According to the Debtor(s)' schedules, the value of the property is \$340,300.00. A true and accurate copy of the Debtor(s)' Schedule A/B is attached hereto as Exhibit "G."
12. Under Section 362(d)(1) of the Code, the Court shall grant relief from the automatic stay for "cause" which includes a lack of adequate protection of an interest in property. Sufficient "cause" for relief from the stay under Section 362(d)(1) is established where a debtor has failed to make installment payments or payments due under a court-approved plan, on a secured debt, or where the Debtor(s) have no assets or equity in the Mortgaged Property.
13. As set forth herein, Debtor has defaulted on his secured obligation as he has failed to make his monthly post-petition installment payments.
14. As a result, cause exists pursuant to 11 U.S.C. § 362(d) of the Code for this Honorable Court to grant relief from the automatic stay to allow Secured Creditor, its successor and/or assignees to pursue its state court remedies, including the filing of a foreclosure action.
15. Additionally, once the stay is terminated, the Debtor(s) will have minimal motivation to insure, preserve, or protect the collateral; therefore, Secured Creditor requests that the Court waive the 14-day stay period imposed by Fed.R.Bankr.P. 4001(a)(3).

WHEREFORE, Secured Creditor, prays this Honorable Court enter an order modifying the automatic stay under 11 U.S.C. § 362(d) to permit Lakeview Loan Servicing, LLC to take any and all steps necessary to exercise any and all rights it may have in the collateral described herein, to gain possession of said collateral, to seek recovery of its reasonable attorneys' fees and costs incurred in this proceeding, to waive the 14-day stay imposed by Fed.R.Bankr.P. 4001(a)(3), and

for any such further relief as this Honorable Court deems just and appropriate.

Date: August 1, 2022

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